

## AMENDMENT NO. 4

This Amendment is made and entered into by and between the City of West Lafayette, hereinafter referred to as the LOCAL PUBLIC AGENCY, and American Structurepoint, Inc., hereinafter referred to as the CONSULTANT.

### WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on December 11, 2007, enter into an agreement for engineering services for Yeager Road reconstruction from Northwestern Avenue (US 231) to Sagamore Parkway West (US 52) Des. No. 0600696; and

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on April 21, 2009, enter into Amendment No. 1 to provide roundabout design, utility relocation, and right-of-way services; and on December 14, 2009, enter into Amendment No. 2 to provide land acquisition management services; and on March 28, 2011, enter into Amendment No. 3 to provide lighting design services; and

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to provide construction inspection services; and

WHEREAS, in order to provide for completion of the services it is necessary to amend and supplement said Agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows.

1. Revise Appendix "A" as follows.

*Add* Items S and T to read as follows:

- S. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

1. **ENGINEERING PERSONNEL**

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation (INDOT), and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT Area Engineer.

## 2. DESCRIPTION OF SERVICES

- a. CONSTRUCTION SCHEDULE: Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability
- b. CONFERENCES: Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
- c. LIAISON: Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.
- d. COOPERATE with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project
- e. ASSIST the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors
- f. ASSIST the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work
- g. EQUIPMENT: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures
- h. SAMPLES: Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office

i. **SHOP DRAWINGS**

- i. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
- ii. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
- iii. Alert the Contractor's field superintendent when it is observed materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents

j. **REVIEW OF WORK, INSPECTION, AND TESTS**

- i. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
- ii. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
- iii. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT
- iv. Verify required testing has been accomplished

- k. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT

l. **RECORDS**

- i. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
- ii. Keep a diary or logbook recording hours on the job site, weather conditions, a list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY.

- iii. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
- iv. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project
- v. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY.
- m. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule
- n. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
- o. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
- p. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
- q. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
- r. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

T. The Engineer shall provide post-design services for the project, including:

- 1. Designer attendance at progress meetings, as requested
- 2. Utility coordination assistance

3. Making revisions to plans and specifications
  4. Providing as-built electronic files
2. Revise Appendix "B" as follows.
- Add* Items M and N to read as follows:
- M. Designated employee as Project Coordinator to coordinate activities among CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY
  - N. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project
3. Revise Appendix "C" as follows.
- Add* Item G to read as follows:
- G. The CONSULTANT will be prepared to begin construction inspection under this Agreement within five (5) days after a letter of notice to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within sixty (60) calendar days after the contractor's last day of work.
4. Appendix "D" Paragraph A.6 is added to read as follows:
6. The CONSULTANT shall be compensated for the following services to be performed under this Agreement on an hourly, not-to-exceed basis, at the rates shown below. The total obligation under this portion of the Agreement shall not exceed \$206,875, unless approved in writing by the LOCAL PUBLIC AGENCY.

- a. Construction Inspection Services \$191,875
- b. Post-Design Services \$ 15,000

<u>Labor Classification</u>	<u>Allowable Hourly Rates</u>			
	<u>Per Year</u>			
	<u>2009/2010</u>		<u>2010/2011</u>	
	<u>Regular</u>	<u>Overtime</u>	<u>Regular</u>	<u>Overtime</u>
Project Manager	\$141.61	N/A	\$147.28	N/A
RPR	\$89.26	\$102.60	\$92.85	\$106.72
Inspectors	\$75.58	\$86.87	\$78.58	\$90.32

Rates are effective from July 1 through June 30.

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Agreement. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Agreement, such as fares, subsistence, mileage, long-distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed

the limitations on travel expenses set out in the current INDOT policy on travel reimbursement. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.

5. ENGINEER shall be compensated for services performed under this Amendment No. 4 as specified in Section IV of the Prime Agreement.
6. The total amount of compensation under this Amendment No. 4 shall not exceed \$206,875.
7. The total amount of compensation under the Prime Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 shall not exceed \$651,940.
8. Except as herein or previously modified, changed, and supplemented, all terms of the Agreement shall continue in full force and effect.
9. This Amendment No. 4 is effective on the date of execution by the latest required signature.

IN TESTIMONY WHEREOF, the parties hereto have executed this Amendment.

**CONSULTANT**

American Structurepoint, Inc.

By: \_\_\_\_\_

  
Willis R. Conner, President

Date: \_\_\_\_\_

7/11/2011

**LOCAL PUBLIC AGENCY**

Board of Public Works and Safety,  
West Lafayette, Indiana

By: \_\_\_\_\_

John R. Dennis, Mayor

By: \_\_\_\_\_

Sana G. Booker, Member

By: \_\_\_\_\_

Bradley W. Marley, Member

By: \_\_\_\_\_

Jonathan C. Speaker, Member

By: \_\_\_\_\_

Elizabeth M. Stull, Member

ATTEST: \_\_\_\_\_

Judith C. Rhodes, Clerk Treasurer

Date: \_\_\_\_\_